

FS Agreement No. 19-CS-11090500-002

Cooperator Agreement No. _____

**MASTER
CHALLENGE COST SHARE AGREEMENT
Between The
BACK COUNTRY HORSEMEN OF MISSOURI
And The
USDA, FOREST SERVICE
MARK TWAIN NATIONAL FOREST**

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Back Country Horsemen of Missouri, hereinafter referred to as "BCHMO," and the USDA, Forest Service, Mark Twain National Forest hereinafter referred to as the "U.S. Forest Service," under the authority of: Department of Interior and Related Agencies Appropriations Act of 1992, Pub. L. 102-154.

Background: The BCHMO and U.S. Forest Service have maintained a partnership in Missouri since 2009, when they first entered into a Memorandum of Understanding (MOU). The relationship between BCHMO and the U.S. Forest Service is an important one, and continued cooperation in future years is anticipated.

Title: Back Country Horsemen of Missouri Collaboration

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to promote completion, maintenance and long-term management of the multi-purpose and equestrian trails on the Mark Twain National Forest in accordance with the following provisions and any incorporated supplemental project agreements.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

Mark Twain National Forest has a wide range of popular recreation opportunities. The forest has over 750 miles of trails. There are trails for hiking, horseback riding, mountain biking, and motorized use.

This agreement will help the U.S. Forest Service to leverage expertise and other resources to provide the public with better, higher quality, and sustainable recreational access to public lands within the Mark Twain National Forest.



The BCHMO serves as an advocate for equestrians, assists with communications with the equestrian trail riding community, and provides input and suggestions, monitoring assistance, and some of the labor, tools and supplies required for maintenance of equestrian trails that are located on the Mark Twain National Forest, as well as informational and educational opportunities and resources.

The U.S. Forest Service and BCHMO recognize the value of promoting public-private partnerships that encourage responsible use of public lands by equestrian users and other recreationists. The U. S. Forest Service and BCHMO share a common interest in disseminating information to the public regarding conservation, recreation, and natural resource activities as they relate to maintaining public equestrian and multi-use trails.

In consideration of the above premises, the parties agree as follows:

III. BCHMO SHALL:

- A. LEGAL AUTHORITY. BCHMO shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Provide volunteers to help and assist in the maintenance of trails, trailheads, and other related facilities in keeping with the BCHMO's heritage of saddle and pack stock use on U.S. Forest Service lands, and incorporate "Tread Lightly" and "Leave No Trace" principles in all operations.
- C. Organize trail maintenance outings on trail segments, spurs, and connector trails to accomplish agreed upon construction, heavy maintenance, relocation, and reconstruction tasks, as well as annual maintenance work that has not been accomplished by trail adopters.
- D. Provide a record of hours of volunteer contributions as identified on Attachment A, Project Plan. Provide follow up reports to the U.S. Forest Service on the status of all maintenance activities.
- E. Provide supervision and trail construction and trail maintenance training for volunteers. Ensure its members and other volunteers that participate in maintenance of the trails are trained in the operation of equipment (i.e. chainsaws, crosscut saws, pulaskis, mowers, and other tools) to adequately meet U.S. Forest Service standards and follow safety procedures and utilize personal protective equipment when performing volunteer work.
- F. Contact the U.S. Forest Service when there is maintenance needed that is beyond the scope of this agreement, or beyond the resources available to address it.



- G. Purchase or otherwise acquire materials and supplies and/or construction and maintenance services for trail projects, within the scope of specific project amendments or modifications, or supplemental project agreements.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide staffing, as available, to coordinate with BCHMO to identify and plan trail projects, and to conduct the inventories necessary (including cultural resource inventories).
- B. Provide available resources within our budget and workload to help complete agreed upon trail construction, maintenance, and management projects.
- C. Attempt to complete necessary project planning and design, including NEPA documentation, within agreed upon timeframes.
- D. Provide detailed lists of materials and supplies and construction and maintenance services that will be paid for with BCHMO grant funds to the BCHMO representatives, within the scope of specific project amendments or modifications, or supplemental project agreements. When available, provide cost estimates and suggested sources for obtaining those goods and services.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Sherry Copeland Address: 22089 Lix Road City, State, Zip: Warrenton, MO 63383 Telephone: (417) 425-9969 FAX: None Email: scopeland@msimo.com	Name: Same as Cooperator Program Contact. Address: City, State, Zip: Telephone: FAX: Email:



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Cory Roegner, Mark Twain NF Address: 401 Fairgrounds Road City, State, Zip: Rolla, MO 65401 Telephone: (573) 341-7472 FAX: (573) 364-6844 Email: croegner@fs.fed.us	Name: Julie Mattson, Mark Twain NF Address: 401 Fairgrounds Road City, State, Zip: Rolla, MO 65401 Telephone: (573) 341-7487 FAX: (573) 364-6814 Email: jamattson@fs.fed.us

- B. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or BCHMO are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
 - To the U.S. Forest Service Program Manager, at the address specified in the agreement.
 - To BCHMO, at BCHMO's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or BCHMO from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of BCHMO's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of BCHMO's products or activities.
- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for BCHMO to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request



will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service will notify the BCHMO when permission is granted.

- H. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. BCHMO agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as BCHMO hereby willingly agree(s) to assume these responsibilities.

Further, BCHMO shall provide any necessary training to BCHMO's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. BCHMO shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-



9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

K. **ELIGIBLE WORKERS.** BCHMO shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). BCHMO shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

L. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

BCHMO shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

BCHMO shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

BCHMO shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. BCHMO shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

BCHMO shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents. These documents must be made available to the U.S. Forest Service upon request.

M. **INDIRECT COST RATES- PARTNERSHIP.** Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages,



fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.

2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

- N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to BCHMO must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by BCHMO.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- O. PROGRAM PERFORMANCE REPORTS. BCHMO shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.



BCHMO shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with BCHMO's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. BCHMO shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. BCHMO shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. BCHMO is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce



progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Mark Twain National Forest of the U.S. Forest Service, Department of Agriculture is working with the BCHMO to maintain, operate, and improve multiple use trails located on national forest lands. Together they will develop, maintain, preserve, promote and protect the rugged natural beauty of these trails and the resources adjacent to them, and provide recreation opportunities along the trail."

BCHMO may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. BCHMO is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. FUNDING. Federal funding under this agreement is not available for reimbursement of BCHMO's purchase of equipment. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year. Supplies are those items that are not equipment.
- U. PROPERTY IMPROVEMENTS. Improvements placed by BCHMO on National Forest System land at the direction or with the approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles BCHMO to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- V. GOVERNMENT-FURNISHED PROPERTY. BCHMO may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. BCHMO shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, BCHMO shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or BCHMO is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of BCHMO's managerial personnel.
BCHMO's managerial personnel, in this clause, means BCHMO's directors,



officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of BCHMO's business; all or substantially all of BCHMO's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. BCHMO shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. BCHMO shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. BCHMO shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, BCHMO shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

W. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

- X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. BCHMO shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

- Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. BCHMO shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If BCHMO materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by BCHMO or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the BCHMO's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

AA. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and BCHMO agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by BCHMO to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. . If the Forest Service decides that the remaining portion of the award/agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, BCHMO shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as



many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the BCHMO for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the BCHMO up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- BB. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- CC. DEBARMENT AND SUSPENSION. BCHMO shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should BCHMO or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- DD. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non-federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:



(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

EE. COPYRIGHTING. BCHMO is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by BCHMO under this agreement.
- Any right of copyright to which BCHMO purchase(s) ownership with any federal contributions.

FF. PUBLICATION SALE. BCHMO may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

GG. MODIFICATIONS. Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

HH. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through five years, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



II. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Sherry L Copeland 10/08/18
SHERRY COPELAND/Board Chair Date
Back Country Horsemen of Missouri

Michael A Camp, for 10/11/2018
SHERRI K. SCHWENKE, Forest Supervisor Date
U.S. Forest Service, Mark Twain National Forest

The authority and format of this agreement have been reviewed and approved for signature.

Julie A. Mattson 9/24/18
JULIE A. MATTSON Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.